

## OFFEROR'S COPY

SOLICITATION NO: DTFANM-11-R-00101

ISSUE DATE: April 26, 2011

PROPOSAL DUE DATE: May 16, 2011

FOR: Installation of HVAC and Roof Repair

LOCATION: Redmond ATCT, Redmond, OR

CONTRACTING OFFICER: Michelle Gunia

**DEPARTMENT OF  
TRANSPORTATION**



***Western Logistics Service Area***

## TABLE OF CONTENTS

SEC	DESCRIPTION	SEC	DESCRIPTION
PART I - THE SCHEDULE		PART II - CONTRACT CLAUSES	
A	SOLICITATION/CONTRACT FORM	I	CONTRACT CLAUSES
B	SUPPLIES OR SERVICES AND PRICES/COSTS	PART III - LISTS OF DOCUMENTS, EXHIBITS, & OTHER ATTACH.	
C	DESCRIPTION/SPECS/WORK STATEMENT	J	LISTS OF ATTACHMENTS
D	PACKAGING AND MARKING	PART IV - REPRESENTATIONS & INSTRUCTIONS	
E	INSPECTION AND ACCEPTANCE	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
H	SPECIAL CONTRACT REQUIREMENTS	M	EVALUATION FACTORS FOR AWARD

This acquisition is: Competitive Proposals  
Offers from specified businesses types  
will be accepted and considered using the Tiered Evaluation Method.

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	DTFANM-11-R-00101	<input checked="" type="checkbox"/> NEGOTIATED (RFO)	April 26, 2011	1 of 2

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
-----------------	-------------------------------------	----------------

7. ISSUED BY  DOT/Federal Aviation Administration Acquisition Management Branch, ANM-52 1601 Lind Ave SW Renton, WA 98057-3356	8. ADDRESS OFFER TO  Same as block 7
---	--

9. FOR INFORMATION CALL: ➡	A. NAME  Michelle Gunia	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)  (425) 227-2605
-------------------------------	-------------------------------	---

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, Identifying no., date):

Furnish all labor, material, equipment, transportation and supervision necessary to **remove and replace the existing HVAC and repair roof at the Redmond ATCT in Redmond, OR**, in accordance with all contract clauses, wage rates, specifications and drawings.

11. The Contractor shall begin performance within 5 calendar days and complete it within 30 calendar days after receiving  
☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See **SECTION F**).

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES, indicate within how many calendar days after award in Item 12B.)	12B. CALENDAR DAYS
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	14

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 4:00 P.M. (hour) local time  
**May 16, 2011**: Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☐ is, ☒ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
--	---------------------------------------

	16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>
CODE	FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE, PART I – SECTION B, Prices/Costs.

18. The offeror agrees to furnish any required performance and payment bonds.

AMENDMENT NO.									
DATE									
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE				20C. OFFER DATE

**AWARD *(To be completed by Government)***

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i> ➡	PAGE 13 CONTRACT ADMINISTRATION
25.	27. PAYMENT WILL BE MADE BY FAA.MMAC AMZ-110 PO BOX 25082 Oklahoma City, OK 73125

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>	31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>  Michelle Gunia, ANM52
30B. SIGNATURE	30C. DATE
31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

## PART I - SECTION B

### SUPPLIES/SERVICES & PRICE/COST

**B001. Prices/Costs:** Furnish all labor, materials, equipment, transportation, insurance, notifications, licenses, permits, fees and supervision necessary to replace HVAC including Roof Repairs, in accordance with the specifications, drawings, contract clauses, and wage rates.

Contract Line Item	Description	Total Price
001	General requirements (i.e., all costs not specifically part of items 002 through 006).	\$ _____
002	Demolition	\$ _____
003	Rigid Insulation and PVC Roof Installation/Repairs	\$ _____
004	Air Conditioner	\$ _____
005	Ducting and Electrical Including Installation	\$ _____
006	Testing and Balancing	\$ _____
<b>TOTAL</b>		\$ _____

The offered price shall encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.

An offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

*Effective April 1, 1996, the Federal Aviation Administration (FAA) began operating under the new FAA Acquisition Management System. The 1996 DOT Appropriation Act, Public Law 104-50, mandated that the FAA rewrite its acquisition regulations and granted legislative relief from certain laws. The Federal Acquisition Regulations (FAR), Federal Acquisition Streamlining Act of 1994, Small Business Act, and Competition in Contracting Act, are three of these laws.*

**B002. Performance Time:** See PART I - SECTION F, clause 3.2.2.3-71 Starting, Performing, and Completing Work.

**B003. Insurance Requirements:** Worker's compensation and employer's liability.

1. Employer's liability coverage of at least **\$100,000.00** shall be required.
2. General Liability. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least **\$500,000.00** per occurrence.
3. Automobile liability coverage of at least **\$200,000.00** per person and **\$500,000.00** per occurrence for bodily injury and **\$200,000.00** per occurrence for property damage.

**B004. Solicitation Questions:** All contractors proposing this project desiring an interpretation or clarification of the specifications, drawings, contract terms and conditions, etc., must make the request by e-mail to Michelle Gunia at [michelle.gunia@faa.gov](mailto:michelle.gunia@faa.gov). Alternately, you may fax your written questions to (425) 227-1055. Telephone questions will not be accepted. The requestor shall provide a company name, point-of-contact name, address and telephone number; as

well as a return e-mail address or FAX number. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

QUESTIONS ARE DUE by: **May 9, 2011** at **4:00 PM PST**.

**B005. Site Visit:** There is a **mandatory** site visit on **May 04, 2011** at **1:00 PM PST**.

a. The meeting point for the site visit is:

Redmond Air Traffic Control Tower (RDM ATCT)  
716 SW Evergreen  
Redmond, OR 97756-0100

b. The FAA facility escort has been instructed not to answer any questions about the project during the site visit, please do not ask them any. All questions from the site visit must be submitted in writing according to the RFO's instructions in Section B, Clause B004 Solicitation Questions (above).

c. To attend the site visit, advance notice by **e-mail** is required by **May 2nd** at **12:00 PM PST** to the FAA POCs identified below. You are required to provide your company representative's name.

- Primary POC: Daniel Rhine [Daniel.rhine@faa.gov](mailto:Daniel.rhine@faa.gov) 425-227-1355
- Secondary POC: Jonathan Salter [jonathan.salter@faa.gov](mailto:jonathan.salter@faa.gov) 425-227-2933

d. Everyone on site must have a valid ID showing US citizenship and be escorted by an FAA employee. We will meet at the base of the tower and discuss in more detail the walk through procedure from there.

**B006. Tiered Evaluation.** A tiered evaluation of offers will be used in source selection for this contract, and offers from other-than small business concerns will only be considered after the determination that an insufficient number of offers from responsible small business concerns were received (see Part IV, Section M for details).

**B007. Small Business.** Small businesses competing for this acquisition shall certify their status on the Business Declaration form inserted following Part IV, Section K. See Contract clauses 3.6.1-1, 3.6.1-8 and 3.6.1-12 in Part II, Section I. The applicable North American Industry Classification System (NAICS) codes for this project are 238220, 236220, and 238160.

**ESTIMATED PRICE RANGE FOR THIS PROJECT:** \$40,000.00- 60,000.00.

**DAVIS-BACON ACT WAGE RATES APPLY - SEE SECTION "J".**

**OFFERS SHALL INCLUDE ALL APPLICABLE STATE AND LOCAL TAXES.**

**SUBMIT OFFERS TO: SEE PART IV, SECTION L.**

**PROPOSALS ARE DUE NO LATER THAN May 16, 2011 at 4:00 PM PST. THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. DO NOT CALL FOR RESULTS.**

**PART I - SECTION C**  
**SCOPE OF WORK**

**C001. Technical Specification:** You must download a copy of the technical specification and drawings from the FAA Contract Opportunities website: <http://faaco.faa.gov/>. Select "Current Announcements" from the left-side menu, then enter the RFO number in the "By Keyword" search field (**DTFANM-11-R-00101**), and select the resulting hyperlink. At the next web page, download the technical specification and drawings files by selecting the appropriate attachment hyperlinks.

DOCUMENT TYPE	Electronic FILE NAME On FAA Contract Opportunities Website
Statement of Work	1 SOW – RDM ATCT SOW_3.0.doc
Drawings	10 Drawings – DTFANM-11-R-00101 A4.3.pdf, DTFANM-11-R-00101 A5.5.pdf, DTFANM-11-R-00101 A7.2.pdf, DTFANM-11-R-00101 E4.2.pdf, DTFANM-11-R-00101 M2.2.pdf, DTFANM-11-R-00101 S2.1.pdf, DTFANM-11-R-00101 S4.3.pdf, DTFANM-11-R-00101 M014new roof Grey.pdf, DTFANM-11-R-00101 A2.2.pdf, DTFANM-11-R-00101 A0.1.pdf

**PART I - SECTION D**  
**PACKAGING AND MARKING**

This section not used.

**PART I - SECTION E**  
**INSPECTION AND ACCEPTANCE**

**3.1-1 Clauses and Provisions Incorporated by Reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

(End of clause)

**3.10.4-11 Inspection--Dismantling, Demolition, or Removal of Improvements** (April 1996)

**3.10.4-10 Inspection of Construction** (September 2009)

(a) 'Work' includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless the Government determines that it is in the public interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may:

(1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or

(2) terminate for default the Contractor's right to proceed.



(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

**PART I - SECTION F**  
**DELIVERIES OR PERFORMANCE**

**3.1-1 Clauses and Provisions Incorporated by Reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

(End of clause)

**3.10.1-11 Government Delay of Work** (April 1996)

**3.2.2.3-71 Starting, Performing, and Completing Work** (July 2004)

The Contractor (you) must

- (a) begin work under this contract not-later-than 5 calendar day after the date you receive the notice to proceed,
- (b) perform the work diligently, and
- (c) complete the entire work ready for use not later than 30 calendar days (SOW – RDM ATCT SOW\_3.0.doc). The time allowed for completion must include final cleanup of the premises.

(End of clause)

**F001. Notice to Proceed:** The date of notice to proceed will be granted in consideration of appropriate weather window and condition. Refer to statement of work.

**PART I - SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**3.10.1-23 Contracting Officer's Technical Representative--Construction Contracts (July 2008)**

(a) The Contracting Officer may appoint other Government personnel to accomplish certain contract administration matters. While there shall be various titles and divisions of duties for these individuals, generically they are known as Contracting Officer's Technical Representatives (COTRs). The Contracting Officer will provide written notice of COTR appointment(s), setting forth the authorities and limitations, to the Contractor within 5 calendar days prior to the notice to proceed. COTR duties may include, but are not limited to:

(1) Perform as the authorized representative of the Contracting Officer for technical matters, including interpretation of specifications and drawings, and inspection and review of work performed.

(2) Perform as the authorized representative of the Contracting Officer for administrative matters, including reviewing payments, and updated delivery schedules.

(b) These representatives are authorized to act for the Contracting Officer in all specifically delegated matters pertaining to the contract, except:

(1) contract modifications that change the contract price or cost, technical requirements or time for performance, unless delegated field change order authority;

(2) suspension or termination of the Contractor's right to proceed, either for default or for convenience;

(3) final decisions on any matters subject to appeal, e.g., disputes under the "Contract Disputes" clause; and

(4) final acceptance under the contract.

(End of clause)

**G001. Correspondence:** Proper routing and distribution of correspondence is required to insure that the Contracting Officer has knowledge of pertinent action taken relating to the contract. The Contractor shall furnish to the Contracting Officer copies of **ALL** written correspondence provided to the Contracting Officer's Technical Representative (COTR), including transmittal letters. Submittals accompanying transmittal letters to the COTR **SHALL NOT** be forwarded to the Contracting Officer.

DOT, FEDERAL AVIATION ADMINISTRATION  
ACQUISITION MANAGEMENT BRANCH – ANM-52  
ATTN: MICHELLE GUNIA  
1601 LIND AVE S.W.  
RENTON, WA. 98057

**G002. Invoice Submission:** The Contractor shall submit certified request for payment(s) to the COTR for verification who will forward to the Contracting Officer.

**G003. Subcontract Acknowledgment:** Within ten (10) days after contract award of any tier subcontract for performance or work at the construction site, the contractor shall deliver to the Contracting Officer an executed **SF 1413, Statement and Acknowledgment** form by which the contractor and the subcontractor acknowledges that the labor standards clauses of this contract have been included in the subcontract and in any lower tier subcontract awarded by her for work under this contract [also reference contract clause **3.6.2-22 Subcontracts (Labor Standards)**]. The Contracting Officer shall furnish copies of the form to the contractor. Nothing contained in this contract shall create any contractual relation between a subcontractor and the Government.

**PART I - SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**3.1-1 Clauses and Provisions Incorporated by Reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

(End of clause)

**3.4.1-12 Insurance** (July 1996)

**H001. Clean Up:** The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

**H002. FAA Facility Regulations:** Contractor personnel, including employees of subcontractors, suppliers, etc., working on or visiting an FAA facility shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

**H003. Applicable Minimum Hourly Rates Of Wages:**

(a) The wage determination decision of the Secretary of Labor in this contract specifies the minimum hourly rates of wages which shall be paid to laborers and mechanics employed or working upon the site of the work. These rates have been determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, as amended, to be the prevailing rates for the corresponding classes of laborers employed on contracts of a similar character in the locality where this work is to be performed.

(b) While the wage rates given in the decision are the minimum rates required to be paid during the life of the contract, it is the responsibility of bidders to inform themselves as to local labor conditions such as the prevailing wage rates, the length of the work day and work week, overtime compensation fringe benefit payments, available labor supply, and prospective changes or adjustment to wage rates. The contractor shall abide by and conform to all applicable laws, Executive Orders, and rules, regulations and orders of the Secretary of Labor. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed in the contract wage determination decision.

(c) The wage determination decision of the Secretary of Labor in the contract is solely for the purpose of setting forth the minimum hourly wage rates required to be paid during the life of the contract is not to be accepted as a guarantee, warranty or representation as the wage rates indicated.

NOTE: The Davis-Bacon Act is applicable (see contract clauses). Reference the attached general wage decision number OR20080039 12/25/2011, the prevailing wages for Deschutes County, OR. This wage decision is hereby incorporated into this request for offer (RFO) and will be a part of any resultant contract.

**H004. Warranty Coverage:** The warranty provisions of FAA AMS clause **3.10.1-20 Warranty-Construction** are hereby incorporated into the subject contract as representing the minimum period of coverage and terms under the contract. This minimum coverage period does NOT represent the extended warranty period applicable and required for certain items and deliverables as covered in the specifications. For example, the contractual warranty period for roofing is **20** years. In the event of any discrepancy between warranty coverage as set forth in the specifications and the warranty provisions of the above referenced clause, under no circumstances shall the warranty period be interpreted to be less than one (1) year, nor the rights and remedies available to the government be any less than as provided by FAA AMS clause 3.10.1-20.

## **PART II - SECTION I**

### **CONTRACT CLAUSES**

#### **3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

(End of clause)

- 3.1.7-4 Organizational Conflict of Interest (February 2009)**
- 3.1.7-5 Disclosure of Conflicts of Interest (February 2009)**
- 3.2.2.3-33 Order of Precedence (February 2009)**
- 3.2.2.3-42 Differing Site Conditions (July 2004)**
- 3.2.2.3-43 Site Investigation and Conditions Affecting the Work (July 2004)**
- 3.2.2.3-45 Material and Workmanship (July 2004)**
- 3.2.2.3-46 Supervising the Contract Work (July 2004)**
- 3.2.2.3-47 Permits and Responsibilities (July 2004)**
- 3.2.2.3-48 Other Contracts (February 2009)**
- 3.2.2.3-49 Protecting Existing Vegetation, Structures, Equipment, Utilities, and Improvements (July 2004)**
- 3.2.2.3-50 Property Protection (February 2009)**
- 3.2.2.3-51 Operations and Storage Areas (July 2004)**
- 3.2.2.3-52 Use and Possession Before the Project is Complete (July 2004)**
- 3.2.2.3-53 Cleaning Up and Roadway Maintenance (July 2004)**
- 3.2.2.3-54 Preventing Accidents (July 2004)**
- 3.2.2.3-55 Availability and Use of Utility Services (July 2004)**
- 3.2.2.3-56 Schedules for Construction Contracts (July 2004)**
- 3.2.2.3-58 Layout of Work (February 2009)**
- 3.2.2.3-60 Specifications, Drawings, and Material Offers (February 2009)**
- 3.2.2.3-62 Preconstruction Conference (July 2004)**
- 3.2.2.3-65 Use of Explosives (July 2004)**
- 3.2.2.3-66 Contractor's Daily Log (July 2004)**
- 3.2.2.3-67 Special Precautions for Work at Operating Airports (July 2004)**
- 3.2.2.3-68 Safety and Health (July 2004)**
- 3.2.2.3-81 Prohibition Against Contracting with Inverted Domestic Corporations-Representation (January 2010)**
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (February 2009)**
- 3.2.2.7-8 Disclosure of Team Arrangements (April 2008)**
- 3.2.5-1 Officials Not to Benefit (April 1996)**
- 3.2.5-3 Gratuities or Gifts (January 1999)**
- 3.2.5-4 Contingent Fees (October 1996)**
- 3.2.5-5 Anti-Kickback Procedures (October 2010)**
- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (October 2010)**
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)**
- 3.3.1-2 Payments under Fixed-Price Construction Contracts (April 1996)**
- 3.3.1-9 Interest (September 2009)**
- 3.3.1-6 Discounts for Prompt Payment (April 1996)**
- 3.3.1-13 Limitation of Cost (Facilities) (April 1996)**
- 3.3.1-15 Assignment of Claims (April 1996)**
- 3.3.1-19 Prompt Payment for Construction Contracts (September 2009)**
- 3.3.1-31 Progress Payments (November 2000)**
- 3.3.2-1 FAA Cost Principles (October 1996)**

- 3.4.1-4 **Performance Bond Requirements** (April 1996)
- 3.4.1-5 **Payment Bond Requirements** (April 1996)
- 3.4.1-6 **Additional Bond Security** (April 1996)
- 3.4.1-7 **Notice to Proceed** (April 1996)
- 3.4.1-12 **Insurance** (July 1996)
- 3.4.2-6 **Taxes--Contracts Performed in U.S. Possessions or Puerto Rico** (October 1996)
- 3.4.2-8 **Federal, State, and Local Taxes--Fixed Price Contract** (April 1996)
- 3.5-1 **Authorization and Consent** (January 2009)
- 3.5-2 **Notice and Assistance Regarding Patent and Copyright Infringement** (January 2009)
- 3.5-3 **Patent Indemnity** (January 2009)
- 3.5-4 **Patent Indemnity-Construction Contracts** (January 2009)
- 3.6.1-1 **Notice of Total Small Business Set-Aside** (January 2010)
- 3.6.1-3 **Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns** (February 2009)
- 3.6.1-4 **Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan** (October 2010)
- 3.6.1-7 **Limitations on Subcontracting** (August 1997)
- 3.6.1-12 **Notice of Service-Disabled Veteran Owned Small Business Set-Aside** (January 2010)
- 3.6.1-15 **Post-Award Small Business Program Rerepresentation** (January 2010)
- 3.6.2-1 **Contract Work Hours and Safety Standards Act-Overtime Compensation** (October 2010)
- 3.6.2-2 **Convict Labor** (April 1996)
- 3.6.2-9 **Equal Opportunity** (August 1998)
- 3.6.2-12 **Equal Opportunity for Veterans** (January 2011)
- 3.6.2-13 **Affirmative Action for Workers With Disabilities** (October 2010)
- 3.6.2-14 **Employment Reports on Veterans** (January 2011)
- 3.6.2-16 **Notice to the Government of Labor Disputes** (April 1996)
- 3.6.2-18 **Davis Bacon Act** (October 2010)
- 3.6.2-19 **Withholding-Labor Violations** (April 1996)
- 3.6.2-20 **Payrolls and Basic Records** (October 2010)
- 3.6.2-21 **Apprentices, Trainees, and Helpers** (October 2010)
- 3.6.2-22 **Subcontracts (Labor Standards)** (October 2010)
- 3.6.2-23 **Certification of Eligibility** (April 1996)
- 3.6.2-35 **Prevention of Sexual Harassment** (August 1998)
- 3.6.2-39 **Trafficking in Persons** (January 2008)
- 3.6.3-1 **Clean Air and Water Certification** (April 2000)
- 3.6.3-4 **Recovered Material Certification** (April 2009)
- 3.6.3-5 **Estimate of Percentage of Recovered Material for Designated Items to be Used in the Performance of the Contract** (April 2009)
- 3.6.3-11 **Toxic Chemical Release Reporting** (April 2008)
- 3.6.3-13 **Recycle Content and Environmentally Preferable Products** (April 2009)
- 3.6.3-14 **Use Of Environmentally Preferable Products** (April 2009)
- 3.6.3-16 **Drug Free Workplace** (February 2009)
- 3.6.3-17 **Efficiency in Energy-Using Products** (April 2008)
- 3.6.3-19 **Affirmative Procurement of Biobased Products Under Service and Construction Contracts** (July 2010)
- 3.6.4-3 **Buy American Act - Construction Materials** (January 2011)
- 3.6.4-10 **Restrictions on Certain Foreign Purchases** (January 2010)
- 3.6.5-1 **Utilization of Indian Organizations and Indian Owned Economic Enterprises** (February 2009)
- 3.9.1-1 **Contract Disputes** (September 2009)
- 3.9.1-2 **Protest After Award** (August 1997)
- 3.10.1-7 **Bankruptcy** (April 1996)
- 3.10.1-8 **Suspension of Work** (August 1998)

- 3.10.1-15 Changes-Construction, Dismantling, Demolition, or Removal of Improvements (July 1996)**
- 3.10.1-16 Changes and Changed Conditions (April 1996)**
- 3.10.1-19 Modification Cost Proposal- Price Breakdown (Construction) (April 1996)**
- 3.10.1-20 Warranty-Construction (April 1996)**
- 3.10.1-24 Notice of Delay (February 2009)**
- 3.10.1-25 Novation and Change-of-Name Agreements (October 2007)**
- 3.10.2-1 Subcontracts (Fixed-Price Contracts) (April 1996)**
- 3.10.3-2 Government Property - Basic Clause (April 2004)**
- 3.10.4-23 Contractor and Subcontractor Compliance with Fastener Act (November 1997)**
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)**
- 3.10.6-6 Default (Fixed Price Construction) (October 1996)**
- 3.10.6-7 Excusable Delays (October 1996)**
- 3.13-3 Printing/Copying Double-sided on Recycled Paper (April 1996)**
- 3.13-5 Seat Belt Use by Contractor Employees (January 1999)**
- 3.13-13 Contractor Policy to Ban Text Messaging While Driving (January 2011)**
- 3.14-1 Security Requirements – Classified Contracts - Alternate II (July 2002)**
- 3.14-3 Foreign Nationals as Contractor Employees (July 2006)**

**3.1.7-6 Disclosure of Certain Employee Relationships (October 2006)**

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

#### ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[ ] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[ ] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

(End of clause)

#### **3.2.2.3-41 Performing Work (July 2004)**

The Contractor (you) must perform, using your own organization, work equivalent to at least 15 percent of the total amount of work under the contract on the site. The CO may modify this contract to reduce this percentage if you request a reduction and the CO determines that it would be to the Government's advantage to do so.

(End of clause)

#### **3.3.1-33 Central Contractor Registration (January 2008)**

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.



"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;  
(B) comply with the requirements of T3.10.1.A-8; and  
(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

### **3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (February 2009)**

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either"

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for"

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and"

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause.

Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

### **3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (January 2010)**

(a) Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB) concerns. As used herein, an "eligible SEDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of submission of offer.

(1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the SBA.

(b) By submission of its offer, the offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.

(c)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. However, this requirement does not apply in connection with construction or service contracts.

(2) The [Offeror insert name here] will notify the [FAA Contracting Specialist Michelle Gunia \(see Section G\)](#) in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

### 3.6.2-24 Affirmative Action Compliance Requirements for Construction (October 2010)

(a) Definitions.

(1) "Employer identification number," as used in this clause, means the last four digits of the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

(2) "Minority," as used in this clause, means

(i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause, including the goals for minority and female participation stated herein.

(c) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation: 25.6

Goals for female participation: 6.9

Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) area office within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this screening information request. The notification shall list the:

(1) Name, address, and telephone number of the subcontractor,

(2) Employer identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) The Contractor shall implement the affirmative action procedures in subparagraphs (f)(1) through (7) of this clause. The goals stated in this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(f) The contractor shall take affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Immediately notify the OFCCP area office when the union or unions, with which the Contractor has a collective bargaining agreement, has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(3) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (f)(2) above.

(4) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct reviews of this policy with all on-site supervision, personnel prior to initiation of construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(5) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(6) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(7) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and -female contractor associations and other business associations.

(g) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (f)(1) through (7). The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant, may be useful in achieving one or more of its obligations under subparagraphs (f)(1) through (7).

(h) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(i) The contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(j) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(k) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Nondiscrimination and Affirmative Action clause, including suspension, termination, and cancellation of existing subcontracts, as may be

imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(I) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance.

(End of clause)

### **3.6.2-41 Employment Eligibility Verification (September 2009)**

(a) Definitions:

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later  
(but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more.

The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or  
(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the

contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal

agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a

suspension or debarment official by the terminating agency.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

### **3.6.3-12 Asbestos - Free Construction (April 2009)**

(a) In performing this contract, the Contractor shall not use asbestos or asbestos-containing building materials during construction, renovation, and/or modernization of this facility and shall provide to the Contracting Officer (CO) a signed statement upon completion of the project indicating that to the best of its knowledge, no asbestos or asbestos-containing building materials were used during construction, renovation, and/or modernization of this facility. The Contractor's certification under this clause is considered to be a material requirement of the contract and the FAA may withhold payment pending submittal and receipt of an acceptable certification.

(b) The FAA CO may authorize sample testing of contractor building materials used during construction, renovation, and/or modernization of this facility to verify that they are asbestos-free. The FAA will bear the expense of this testing unless the testing reveals that the Contractor used asbestos-containing building material in performing this contract. If asbestos-containing material is found, the Contractor shall remove and replace the asbestos-containing material and



decontaminate the site of asbestos contamination caused by the Contractor at no additional cost to the Government. In addition, the Contractor shall bear the expense of the original testing and retesting to determine that the asbestos removal and site decontamination are satisfactorily completed.

(End of clause)

### **3.14-2 Contractor Personnel Suitability Requirements (January 2011)**

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are [available from the CO in the event the information is required](#).

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system ([vap.faa.gov](http://vap.faa.gov)). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):



- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information, referencing the contract number, to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400  
800 Independence Avenue, S.W., Room 315  
Washington, D.C. 20591

Regional and Center Contracts: [In the event this clause is exercised, the CO will make this information available.](#)

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The contractor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.

(i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, to meet the requirements of paragraph (c) of this Clause.

(j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

#### **3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (April 2008)**

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold **\$100.00** for each key PIV Card, and vehicle decal not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and **the point-of-contact at the local security division or staff and facility management office, which the CO will provide if required**. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the **contract work location** must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to **the security division or staff point-of-contact, which the CO will provide if required**, by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: [the CO will

[provide the mailing address if required](#)]. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by [the document processing office point-of-contact, which the CO will provide if required](#). Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting [the document processing office point-of-contact](#).

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

**PART III - SECTION J**  
**LIST OF ATTACHMENTS**

**J001.** Davis-Bacon Act Wage Determination GENERAL DECISION: [OR100039 12/25/2011](#).

**J002. Technical Specification:** You must download a copy of the technical specification and drawings (drawings are an attachment to the specification) from the FAA Contract Opportunities website: <http://faaco.faa.gov/>. Select "Current Announcements" from the left-side menu, then enter the RFO number in the "By Keyword" search field ([DTFANM-11-R-00101](#)), and select the resulting hyperlink. At the next web page, download the technical specification and drawings files by selecting the appropriate attachment hyperlinks.

DOCUMENT TYPE	Electronic FILE NAME On FAA Contract Opportunities Website
Statement of Work	1 SOW – RDM ATCT SOW_3.0.doc
Drawings	10 Drawings – DTFANM-11-R-00101 A4.3.pdf, DTFANM-11-R-00101 A5.5.pdf, DTFANM-11-R-00101 A7.2.pdf, DTFANM-11-R-00101 E4.2.pdf, DTFANM-11-R-00101 M2.2.pdf, DTFANM-11-R-00101 S2.1.pdf, DTFANM-11-R-00101 S4.3.pdf, DTFANM-11-R-00101 M014new roof Grey.pdf, DTFANM-11-R-00101 A2.2.pdf, DTFANM-11-R-00101 A0.1.pdf

**PART IV - SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**3.1-1           Clauses and Provisions Incorporated by Reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

(End of clause)

**3.2.2.3-81   Prohibition Against Contracting with Inverted Domestic Corporations-Representation** (January 2010)

**3.2.5-2           Independent Price Determination** (October 1996)

**3.6.2-5           Certification of Non-segregated Facilities** (February 2009)

**3.6.3-18        Biobased Product Certification** (July 2010)

**3.2.2.3-2        Minimum Offer Acceptance Period** (July 2004)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of   60   calendar days.

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

    (1) The acceptance period stated in paragraph (c) of this provision; or

    (2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

**3.2.2.3-10       Type of Business Organization** (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_.  
(country)

(End of provision)

**3.2.2.3-15       Authorized Negotiators** (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone number: \_\_\_\_\_

(End of provision)

**3.2.2.3-70 Taxpayer Identification (July 2004)**

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_  
TIN \_\_\_\_\_

(End of provision)

**3.2.2.3-76 Representation- Release of Contract Information (July 2004)**

(a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) The offeror's (you, your) position regarding the possible release of information you provide in response to this SIR is as follows:

**(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--**

The offeror (you) represents that--(1)[ ] You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and, (2)[ ] You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

OR

The offeror (you) represents that [ ] your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that--(1)[ ] You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)[ ] As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.

(End of provision)

**3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ] within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax

liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has [ ] has not [ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

### **3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)**

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Phone Number: \_\_\_\_\_

(End of provision)

**3.6.2-6 Previous Contracts and Compliance Reports** (April 1996)

The offeror represents that--(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

**3.6.2-8 Affirmative Action Compliance** (April 1996)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

**3.6.3-10 Certification of Toxic Chemical Release Reporting** (August 1998)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Offeror check each block that is applicable.]

\_\_\_(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

\_\_\_(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

\_\_\_(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_(iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 or;

\_\_\_(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or

possession over which the United States has jurisdiction.

(End of provision)

### **3.6.4-19 Prohibition On Engaging In Sanctioned Activities Relating To Iran-Certification (January 2011)**

(a) Definition.

"Person"?

(1) Means?

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph

(1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAA AMS Procurement Guidance T3.6.3A.8.d, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in FAA AMS T3.6.4A.6

(End of provision)

### **3.13-4 Contractor Identification Number-Data Universal Numbering System (DUNS) Number (April 2006)**

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: \_\_\_\_\_

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

## BUSINESS DECLARATION

1. Name of Firm: \_\_\_\_\_ Tax Identification No.: \_\_\_\_\_
2. Address of Firm: \_\_\_\_\_
3. Telephone Number of Firm: \_\_\_\_\_
4. a. Name of Person Making Declaration \_\_\_\_\_
- b. Telephone Number of Person Making Declaration \_\_\_\_\_
- c. Position Held in the Company \_\_\_\_\_
5. Controlling Interest in Company ("X" all appropriate boxes)
- ☐ a. Black American      ☐ b. Hispanic American      ☐ c. Native American      ☐ d. Asian American
- ☐ e. Other Minority (Specify) \_\_\_\_\_      ☐ f. Other (Specify) \_\_\_\_\_
- ☐ g. Female      ☐ h. Male      ☐ i. 8(a) Certified (Certification letter attached)      ☐ j. Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes      ☐ b. No      (If "NO," provide the name and telephone number of the person who has this authority.) \_\_\_\_\_
7. Nature of Business (Specify all services/products (NAIC)) \_\_\_\_\_
8. (a) Years the firm has been in business: \_\_\_\_\_ (b) No. of Employees \_\_\_\_\_
9. Type of Ownership:      ☐ a. Sole Ownership      ☐ b. Partnership      \_\_\_\_\_
- ☐ c. Other (Explain) \_\_\_\_\_
10. Gross receipts of the firm for the last three years:
- |                         |                           |
|-------------------------|---------------------------|
| a.1. Year Ending: _____ | b.1. Gross Receipts _____ |
| a.2. Year Ending: _____ | b.2. Gross Receipts _____ |
| a.3. Year Ending: _____ | b.3. Gross Receipts _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

**I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING \_\_\_\_\_ ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.**

14. a. Signature \_\_\_\_\_ b. Date: \_\_\_\_\_
- c. Typed Name \_\_\_\_\_ d. Title: \_\_\_\_\_
- \_\_\_\_\_

**PART IV - SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**3.1-1           Clauses and Provisions Incorporated by Reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

(End of clause)

- 3.2.2.3-1       False Statements in Offers** (July 2004)
- 3.2.2.3-6       Submittals In The English Language** (July 2004)
- 3.2.2.3-11      Unnecessarily Elaborate Submittals** (July 2004)
- 3.2.2.3-12      Amendments to Screening Information Requests** (July 2004)
- 3.2.2.3-13      Submission of Information/Documentation/Offers** (July 2004)
- 3.2.2.3-14      Late Submissions, Modifications, and Withdrawals of Submittals** (July 2004)
- 3.2.2.3-16      Restricting, Disclosing and Using Data** (July 2004)
- 3.2.2.3-17      Preparing Offers** (July 2004)
- 3.2.2.3-18      Prospective Offeror's Requests for Explanations** (February 2009)
- 3.2.2.3-19      Contract Award** (July 2004)
- 3.2.2.3-72      Announcing Competing Offerors** (July 2004)

**3.2.2.3-20      Electronic Offers** (July 2004)

- (a) The offeror (you) may submit responses to this SIR by the following electronic means: [None \(see "L001 Submission of Offer" below\)](#). Your offer must arrive at the place and by the time specified in the SIR.
- (b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..
- (c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.
- (d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.
- (e) Send your offer electronically to [\(not applicable to this solicitation\)](#).
- (f) If you chose to sent your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

**3.2.2.3-22      Period for Acceptance of Offer** (July 2004)

The offeror (you) agrees that if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless you insert a different period) from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of provision)

**3.2.2.3-63      Site Visit (Construction)** (July 2004)

- (a) AMS clauses 3.2.2.3-42, Differing Site Conditions, and 3.2.2.3-43, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded under this SIR. Accordingly, FAA urges and expects offerors to inspect the site where the work will be performed.
- (b) Site visits may be arranged during normal duty hours by contacting: [\(See FAA POC information in Part I, Section B, clause B005 Site Visit\)](#).

(End of provision)

#### **3.2.4-1 Type of Contract** (April 1996)

The FAA contemplates award of a **firm fixed price** contract resulting from this Screening Information Request.

(End of provision)

#### **3.9.1-3 Protest** (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,

Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

**L001. Submission Of Offer.** An Offeror shall submit an offer in printed, hard-copy which shall include the following.

1) Technical Proposal, see Section M for details. It shall include:

- a) Past performance
- b) Qualifications of key personnel

2) Business Proposal. NOTE: The business proposal shall be a physically separate document and not be combined with the technical proposal. It shall include:

- a) Cover letter stating that **no exceptions** are taken to any specification requirements or contract terms and conditions, **or a detailed summary** of all exceptions taken.
- b) Signed SOLICITATION, OFFER, AND AWARD Form (SF-1442) and, if applicable, any AMENDMENTS to the RFO (SF-30)
- c) Part I, Section B, PRICE SCHEDULE
- d) Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
- e) Part IV, Section K, Business Declaration Form

**L002. Submission Date And Place:** The due date for receipt of offers is **May 16, 2011 at 4:00 PM, local time**. Offerors wishing to submit an offer, modification or withdrawal through the U.S. Postal Service, Certified and Registered mail, Special Delivery, or U.S. Postal Express Mail shall be addressed to:

FEDERAL AVIATION ADMINISTRATION  
ACQUISITION MANAGEMENT BRANCH  
ATTN: MICHELLE GUNIA, ANM-52  
1601 LIND AVENUE S.W.  
RENTON, WA 98057

**L003. Hand Carried Offers, Modifications, And Withdrawals:** HAND-CARRIED offers, modifications or withdrawals of offers, and modifications or withdrawals of bids, HAND DELIVERED by other types of express mail services (Commercial Carrier, e.g. Federal Express, United Parcel Service, Airborne Express, etc.) **SHALL** be **HAND DELIVERED** to:

FEDERAL AVIATION ADMINISTRATION  
CUSTOMER SERVICE CENTER (FIRST FLOOR)  
ACQUISITION MANAGEMENT BRANCH

ATTN: MICHELLE GUNIA, ANM-52  
1601 LIND AVENUE S.W.  
RENTON, WA 98057



## PART IV - SECTION M

### EVALUATION FACTORS FOR AWARD

**M001. Evaluation Factors For Award:** Prospective offerors are required to submit a technical and business proposal as discussed herein. The Government will make award to the responsible offeror whose proposal conforms to the solicitation terms and conditions, and represents the best value to the Government. The Government reserves the right to award on initial offers without discussions or to conduct one-on-one discussions, at the option of the Government, with one or more offerors, as determined necessary by the Contracting Officer, to clarify statements, resolve issues and omissions, etc. The Government may reject any and all proposals and waive informalities or irregularities in proposals. The Government is seeking the best combination of technical attributes and price, and will consider strengths and weaknesses of the various "acceptable" technical proposals, based upon responses to this RFO. Thus, a contractor with a stronger technical proposal and higher price may be awarded the contract over a contractor with a weaker technical proposal and lower price. Proposals will be technically evaluated as either "acceptable" or "not acceptable" on the basis of the following criteria.

Technical Evaluation Criteria (details in M004, below):

- a) Past performance
- b) Qualifications of key personnel

**M002. Proposal Content:** A prospective offeror must submit a complete technical and business proposal, which will encompass, but is not limited to, the content specified herein. All technical and business proposal areas must be fully addressed. The offeror should ensure (1) that the submissions required are complete and accurate and (2) that the proposal presents the best pricing available. A negative response is required in the event of no experience for a particular area, or for any item that is not applicable. Any omission or partial and vague responses may lead to the rejection of the offeror's proposal without discussions with the offeror. The Government reserves the right to use and evaluate any and all available information pertinent to any offeror and its subcontractors, in addition to the data incorporated in the submitted technical and business proposals, and which may be related to performance periods beyond the last three (3) years.

**M003. Tiered Evaluation Of Proposals:** A tiered evaluation of offers will be used in this source selection. The FAA will evaluate a single tier of offers according to the order of precedence specified in this SIR. Offers from other than small business concerns will only be considered after the determination that an insufficient number of offers from responsible, small business concerns were received. At least two qualified offers in a given tier are required in order to consider an award. If no award can be made at the first tier, the evaluation will proceed to the next higher lettered tier until award can be made. All responsible, competitive offers in a single tier will be considered equally for award. The tiered order of precedence for considering offers is (from first to last):

a) Tier 1: Socially and economically disadvantaged businesses (SEDB) expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program, and service-disabled veteran owned small businesses (SDVOSB), and small businesses. Ref. Part II, Section I:

- Clause 3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns.
- Clause 3.6.1-12 Notice of Service-Disabled Veteran Owned Small Business Set-Aside.
- Clause 3.6.1-1 Notice of Total Small Business Set-Aside.

d) Tier 2: Other-than small businesses and responsible, competitive offers from the previous tier (there is no set-aside clause for this business type).

#### **M004. Technical Evaluation Criteria.**

**Criteria #1: Past Performance.** Provide related experience, with an emphasis on construction experience at occupied, operational facilities such as hospitals, airports, and/or schools, where construction operations took place while normal facility operations continued. Be specific and provide details for each project such as:

- Project title, description, contract number
- Dollar value
- Customer name, address, phone number, and contact person
- Scope of work or type of work performed
- Performance period; dates and number of calendar days

- Explain coordination efforts with owner regarding safety, outages, temporary relocations, notification requirements.
- Any contractual issues or technical matters disputed, and resolution thereof
- Any claims and resolution thereof (i.e., nature, number, dollar value)
- Any information that would reflect on the offeror's ability to meet schedule constraints

**Criteria #2: Qualifications of key personnel.** Identify key personnel assigned to this project. Provide pertinent information, such as years of experience, employment history, education, training, accomplishments, licenses, certificates, etc.

**M005. Consideration of Price.** The offeror shall submit pricing information as prescribed in PART I - SECTION B of the Request for Offers. The Government is seeking the best combination of technical attributes and price, and will consider strengths and weaknesses of the various "acceptable" technical proposals, based upon responses to this RFO. Thus, a contractor with a stronger technical proposal and higher price may be awarded the contract over a contractor with a weaker technical proposal and lower price.

Each offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

**M006. Submission Of Proposal.** Directions for submitting proposal: See Part IV, Section L.